



Website Design Referral Agreement

This Referral Agreement ("Agreement") is entered into as of the _____ day of _____, 20____,

by and between:

Collectively referred to as the "Parties", and each, a "Party".

1. REFERRALS

1.1 The Referrer will identify and refer to the Company potential customers who may be interested in the Company's services ("Prospective Customers").

1.2 The Company reserves the right to reject any Prospective Customer at its sole discretion.

2. COMPENSATION

2.1 For each successful referral, the Referrer will receive a referral fee as per the schedule set out in Clause 2.2. The Company will make this payment within 30 days of receiving payment from the new customer.

2.2 Referral Fee Schedule: R100.00 per successfully signed service contract.

3. CONFIDENTIALITY AND DATA PROTECTION

3.1 Each Party must keep any confidential information it receives about the other Party and its

customers private. The Parties will not share this information with anyone else without the other

Party's prior written consent, unless legally required.

Fantastical Digital, a company incorporated under the laws of Namibia, having its principal place of business at

C/o Dr N Tiriange Street & Dr Toivo Ya Toivo Street ("Company").

3.2

_____, a company incorporated under the laws of _____, having its principal place of business at

_____ ("Referrer").

3.3 Upon receipt of the full amount owed by the new client the referrer will receive R100.00

3.4 In the context of this Agreement, the Parties will process personal data in accordance with all applicable data protection laws.

4. LIABILITY

4.1 Nothing in this Agreement will limit or exclude either Party's liability for: (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other liability that cannot be limited or excluded by applicable law.



4.2 Subject to Clause 4.1, neither Party will be liable to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for: (a) loss of profits; (b) loss of sales or business; (c) loss of agreements or contracts; (d) loss of anticipated savings; (e) loss of or damage to goodwill; or (f) any indirect or consequential loss.

5. TERM AND TERMINATION

5.1 This Agreement will begin on the Effective Date and continue until terminated by either Party with 30 days written notice.

5.2 In case of a material breach of this Agreement by one Party, the other Party has the right to terminate this Agreement immediately with written notice. The non-breaching Party may also have the right to claim damages.

6. GOVERNING LAW AND JURISDICTION

6.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Namibia.

7. ENTIRE AGREEMENT

7.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Referrer



Fantastical Digital

Name:

Contact #:

Email:

